



## Request for Proposals

### For the Development and Operation of Lake Merced West



#### CITY AND COUNTY OF SAN FRANCISCO

**Edwin M. Lee, Mayor**

#### SAN FRANCISCO RECREATION and PARK COMMISSION

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**Gloria Bonilla, Commissioner**  
**Tom Harrison, Commissioner**  
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**Meagan Levitan, Commissioner**

**Philip A. Ginsburg, General Manager**

**December xx, 2015**

McLaren Lodge, Golden Gate Park | 501 Stanyan Street | San Francisco, CA 94117 | PH: 415.831.2700 | FAX: 415.831.2096 | [www.parks.sfgov.org](http://www.parks.sfgov.org)



## Request for Proposals

### Development and Activation of Lake Merced West

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## **Summary of Offering**

Opportunity:	The San Francisco Recreation and Park Department is seeking submittals of proposals to lease, develop and operate the Lake Merced West Property
Location:	520 John Muir Drive, San Francisco
Historic Significance:	The site includes a historic cultural landscape related to a rod and gun club, and certain existing structures and features on the property are historic resources. See Cultural Landscape Evaluation Report Appendix C.
Lease Duration:	The lease term is to be no more than 20 years
Financial Terms:	Fair market rent with annual CPI adjustments  The selected respondent will be required to make monthly installments of the greater of base rent or percentage rent to the Department. Rent credits will be considered for capital improvements to the premises.
Capital Improvements	Property is offered in “as is” condition. Substantial investment will be needed to remedy infrastructure deficiency for proposed use.
Selection Process:	Proposals will be reviewed by an independent selection panel. Each proposal will be scored based on the prescribed evaluation criteria listed in this document under “Evaluation Criteria.” The selection panel will recommend only one of the proposals for final selection
Submittal Due Date:	May 6, 2016
Pre-Submittal Meeting/ Property Tour:	January 6, 2016 February 3, 2016
Contact:	Cassandra Costello, Property Manager Recreation and Parks Department 501 Stanyan Street San Francisco, CA 94117 (415) 831-2791 <a href="mailto:Cassandra.Costello@sfgov.org">Cassandra.Costello@sfgov.org</a>

## **I. The Opportunity**

Lake Merced West (shown in **Appendix A**) is situated between the shoreline of the South Lake of Lake Merced and John Muir Drive, just east of the intersection with Skyline Boulevard. This property is owned by the City and County of San Francisco, under the jurisdiction of the San Francisco Public Utilities Commission (the “SFPUC”). The San Francisco Recreation and Park Department (the “Department” and collectively with the SFPUC the “Departments”) manages recreation at Lake Merced pursuant to a Memorandum of Understanding between the Departments.

With approximately 11 usable acres, Lake Merced West is the watershed’s largest area of flat land outside Harding Park Golf Course. Through this RFP, the Department seeks proposals from respondents interested in the development and activation of Lake Merced West. This is a unique opportunity for an entity or entities to lease property on one of the most picturesque natural landscape settings the City has to offer.

The Departments envision improving the property with a range of high quality opportunities for public recreation that (1) take advantage of the property’s unique lakeside setting and access to water, (2) enhance public enjoyment and appreciation of the watershed’s resources, and (3) maintain water quality and watershed health.

Lake Merced West is being offered in an “as is” condition and will require substantial capital investment. The property includes an existing historic cultural landscape related to a rod and gun club, which will be treated as a historic resource in any required environmental review of a proposal. The selected respondent will be expected, among other things, to work with city agencies to determine conditions of existing infrastructure and remedy deficiencies as applicable to proposed use. This will include, but not be limited to, the obligation to replace or repair mechanical, electrical and plumbing systems, address ADA issues, replace or repair public restroom and construct any other improvements needed to meet the City’s building code requirements. Entitlements for the proposed use and improvements will be subject to other City code and regulatory requirements.

The Department is seeking a tenant that will improve public engagement within the watershed and that will act as a steward for the site and the watershed for up to twenty years. The Department will entertain a long term lease, including rent credits to assist a tenant in financing and amortizing capital improvements. Proposals will be accepted on or before May 6, 2016.

The Departments encourage respondents to be creative with their proposals and encourage the inclusion of uses that take advantage of this unique location, including but not limited to:

- Opportunities to store and offer boating access to the lake
- Fishing access
- Picnic areas
- Food and beverage
- Hiking trails, access to natural areas and other passive recreational opportunities
- Other outdoor recreational activities that would not adversely impact the watershed, wildlife and other recreational uses
- Ecological education

The Departments also encourage respondents to look for ways to incorporate habitat restoration into their proposals such as plantings and wetland restoration.

## **II. A Brief History**

The Spring Valley Water Company developed Lake Merced as a potable water supply in the 1870s. San Francisco purchased Spring Valley in 1930. With the delivery of Hetch Hetchy water to San Francisco in 1934, the SFPUC no longer needed water from the Lake Merced watershed except as a non-potable emergency water supply for the City. The SFPUC maintained the lake as a non-potable emergency water supply, and allowed leasing of portions of the Lake Merced Tract for recreational purposes. In 1934, the SFPUC leased a 4 acre portion of the site to the Pacific Rod and Gun Club (“PRGC”) for skeet and trap shooting and lake access for fishing. The PRGC built and maintained numerous structures including: a clubhouse, a caretaker house, the shell house, a trap house, a barbecue shed, an indoor rifle range, a public restroom building, three trap fields, and six skeet fields. At the skeet and trap ranges, shotguns were used to shoot pellets at clay targets.

Shotgun pellets and clay target fragments generally travelled 100 to 400 feet from the shooting positions and fell into the Lake and adjoining upland areas. Shotgun shells containing lead shot and clay targets made with asphaltic materials or petroleum pitch (which typically contain carcinogenic Polycyclic Aromatic Hydrocarbons [PAHs]) were used on site until prohibited by the Regional Water Quality Control Board (“RWQCB”) in 1994 and 2000, respectively. PRGC members switched to steel/bismuth shot and non-hazardous targets following these RWQCB orders. During a cleanup dredging effort in 1985-1986, the City removed 128 tons of lead pellets and larger fragments from the Lake.

The RWQCB is the lead regulatory agency for the ongoing site remediation. In June of 2013, the RWQCB issued Site Cleanup Requirements Order No. R2-2013-0023 to the PRGC and the City (this Order is included for reference in **Appendix A**)

In response to Order No. R2-2013-0023, the SFPUC prepared a Remedial Action Plan (RAP) in July 2013 which was approved by the RWQCB and detailed implementation of remedial activities for contaminated upland soils onsite.

As part of the environmental review required under the California Environmental Quality Act (CEQA) that was conducted in advance of the upland soil remediation, the SFPUC hired consultants to prepare a cultural landscape evaluation of PRGC activities on the site under federal, state and local historic preservation criteria. Cultural landscapes are defined as geographic areas shaped by human activity that can result from a conscious design or plan, or evolve as a byproduct or result of human activities. The Cultural Landscape Evaluation Report (the “CLER”) concluded that some of the existing PRGC features and structures on the property contribute to a historic cultural landscape that is eligible for listing on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) (See Appendix D). Also see Appendix C: Final Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program for adopted mitigation measures for the Pacific Rod and Gun Upland Soil Remedial Action Project.

Respondents may incorporate the eligible historic resources into their proposals but are not required to do so. Respondents are advised that alteration or removal of any features that contribute to the site’s historic character may require additional environmental review under CEQA, including potentially the preparation of an environmental impact report. The type and scope of any necessary CEQA review will be determined by the City Planning Department under the provisions of Chapter 31 of the San Francisco Administrative Code.

Contractors hired by the SFPUC began the required upland remediation in April 2015 in accordance with the approved RAP. Approximately 46,500 cubic yards of soil will be removed from the property up to the edge of the water. The excavated areas will be backfilled with clean imported fill material and compacted to engineering specifications. The cleanup is anticipated to be complete in the summer of 2016. The goal of the remediation is to achieve the highest cleanup standard to minimize the risk of human exposure to elevated concentrations of lead, PAHs and arsenic in site soils. This level of clean up will avoid deed or other restrictions on site use and related ongoing monitoring and maintenance requirements. The SFPUC estimates the final cost of the clean up at \$19 Million.

Although the majority of the site has been fully remediated, relatively small amounts of impacted soils and debris remain in place beneath the Rifle Range Building. This material may also be encountered beneath the Clubhouse, Caretakers House, BBQ Shed and Shell House. If a proposed site use includes demolition of these buildings, and demolition activities encounter potentially impacted soils or debris, SFPUC will be responsible for this cleanup and will work with the selected proposer to remediate this material.

In 2011, the SFPUC published The Lake Merced Watershed Report (see **Appendix E**) that defines a broad framework for resource management, facility development, public use and stewardship of the watershed. Many of the property objectives below came from this report.

### **III. Property Objectives:**

The Departments developed the following property objectives for Lake Merced West. The winning proposal will:

- Take advantage of the lakeside's unique setting and assets
- Enhance public enjoyment and appreciation of the watershed's resources
- Maintain water quality and watershed health
- Preserve the lake's park-like, open space character
- Be compatible with the site's particular physical characteristics and environmental sensitivities
- Provide a balanced range of uses and facilities that serves and provides access to San Francisco residents of all ages and abilities
- Provide publicly available restrooms
- Promote uses and facilities that are complementary to both upland and aquatic areas.
- Minimize the obstruction of views of Lake Merced through landscape design and planting that is integrated with the surrounding natural landscape, with buildings, structures sited to be sensitive to scenic views from and into the watershed
- Not contaminate the site or result in any restrictions on future use of the site
- Result in selection of a financially viable tenant under a long term lease agreement that will provide valuable services and amenities to the public

- Result in selection of a tenant with a business model and plan that is financially sustainable for the long term and provides for continued and ongoing maintenance of capital assets constructed on the property

#### **IV. Regulatory Context**

A lease for the opportunity at Lake Merced West will be subject to San Francisco City Charter Section 9.118 (c) requiring Board of Supervisors' approval of leases for terms in excess of ten years or with anticipated revenues of \$1 million or more.

Proposals are also subject to the following:

- Recreational Purpose. The goal of the SFPUC and the Department is that the property will be used for a recreational purpose.
- Protection of Lake Merced and Surrounding Watershed Land. Future recreational activities that would result in direct deposition of any waste, hazardous material or foreign substance on the Premises or in Lake Merced (excluding clean fill or structural components of necessary capital improvements such as piers for boating and fishing on the bed or bank of Lake Merced) are prohibited.
- Environmental Review. As required by CEQA, any proposed project that may have an adverse environmental impact will undergo environmental review. The type and scope of any necessary CEQA review will be determined by the City Planning Department. The CEQA process cannot be waived by the Recreation and Park Commission (the "Commission"), SFPUC or the Board. Respondents must comply with all CEQA requirements before the Commission, SFPUC or the Board will take any action to approve or recommend a lease execution. The Department and the SFPUC may consider an agreement such as a conditional land disposition and development agreement with the selected party to develop more detailed information about the scope and amenities of the proposed project, and thus improve the environmental review and analysis.
- Historic Resources. As noted in the CLER (**Appendix D**), certain existing features and structures of the PRGC site built during 1934-1941 are historic resources for the purposes of environmental review (see **Appendix D**, page 49, for a list of the contributing features).
- The California Coastal Commission. The California Coastal Commission, in partnership with coastal cities and counties, plans and regulates the use of land and water in the coastal zone. Development activities, which are broadly defined by the Coastal Act to include (among others) construction of buildings, divisions of land, and activities that change the intensity of use of land or public access to coastal waters, generally require a coastal permit from either the Coastal Commission or the City.
- Other Relevant Agencies. Permits and authorizations may also be required from the following agencies:
  - US Army Corps of Engineers (Corps): Clean Water Act (CWA) Section 404 permit for placement of fill in waters of the United States
  - State Water Resource Control Board (SWRCB): General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities (Construction General Permit)

- California Department of Fish and Wildlife(CDFW): Section 1602 Streambed Alteration Agreement
- RWQCB: CWA Section 401 Water Quality Certification
- Bay Area Air Quality Management District (BAAQMD): Construction Permit
- California State Lands Commission: Use permit for structures located within portion of lake bed on site that includes public trust easement

**V. Evaluation and Selection Process:**

**A. Selection Criteria**

**1. Minimum Qualifications**

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Five years’ experience in fully managing a business of the nature of this opportunity
- Demonstrated successful completion of at least two development projects of similar size and scope to the project proposed

Any proposal that does not demonstrate these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the lease.

The term “Respondent” as referenced in this document shall mean the primary sponsor of the proposal and any joint venture participants.

**2. Evaluation Criteria and Process**

The proposals that meet minimum qualification will be reviewed by a selection panel. Members of the selection panel will be selected by the Department. Proposals will be scored based on the prescribed evaluation criteria listed below. The selection panel will recommend only one of the proposals to the Commission for final selection and authorization to enter into negotiations with the Department staff. After any necessary environmental review is completed by the Planning Department, the proposed project and final negotiated lease agreement will be considered by the Commission, the SFPUC, and depending on the terms may be subject to review by the San Francisco Board of Supervisors (the “Board”), and the Mayor.

The evaluation criteria below will be used to assess the relative strength of each submittal.

- a) Compatibility with the entire Lake Merced Watershed ( 25 points)
  - How the project will protect and preserve the Watershed and surrounding natural areas and meets the requirements set forth under Regulatory Context
  - How the project meets or exceeds Property Objectives
  - Habitat restoration included in the proposal such as plantings and wetland restoration.

- b) Meaningful Public Access and (15 points)
  - How the project ensures access by persons of all ages and abilities
  - How the project programming fee structure addresses affordability
  - How the project ensures publicly accessible restroom
  
- c) Recreational Opportunities (15 points)
  - How the project complements and enhances the experience of property users
  - How the project promotes and expands outdoor recreational activities
  
- d) Surrounding Neighborhood (10 points)
  - How the project mitigates parking and traffic issues
  - How the project mitigates noise issues
  - How the project protects the views to and from Lake Merced
  
- e) Project Feasibility (10 points)
  - Feasibility of the proposal overall and in particular to meet the items listed under Regulatory Objectives
  - The probability of obtaining approvals for the proposed use
  - Respondent Qualifications
    - Respondent's track record in successfully completing projects of a similar nature and scale
    - Experience of Respondent's team members and key personnel
    - Experience with securing necessary approvals for projects of this size and nature
    - Demonstrated ability to operate, sustain and maintain projects of a similar size and nature once completed
    - Proven ability to work with public agencies to achieve a completed project
  
- f) Financial Capacity (15 points)
  - Current Available Funding of Preconstruction Expenses:
    - At the time of submittal of RFP, Respondent will be required to demonstrate that it has available liquid assets in hand necessary to fund the development expense through the approval of the project (including environmental and planning review but excluding construction expenses) ("Preconstruction Expenses")
    - A response will be deemed nonresponsive if this condition is not met.
  - Funding of Project Investment: Demonstration that the Respondent has the required funding and/or the ability to attract the funding needed to cover the projected cost of the proposed project, including design, negotiations, improvements and the first two years of operations (the "Project Investment") as evidenced by:
    - Equity in hand (whether provided directly or through donations that have actually been received)
    - Access to sufficient debt and equity, including risk equity, for the project proposed as demonstrated by documentation of
      - (1) Financing of comparable projects by the Respondent.

- (2) On-going relationships with financial sources
  - (3) Ability to offer guarantees of bonding arrangements to ensure timely completion of the proposed project
    - If the Respondent intends to rely on donations, the respondent must have written commitments from donors equal to at least 50% of the needed donations or a demonstrated track record of comparable fundraising capacity.
- g) Proposed financial terms (10 points)
- Cash flow projections that demonstrate the project, once operational, will meet all lease, debt service, and operating expenses
  - Proposed annual rent structure to the Department
  - Financing the long term minor, major and capital improvements, maintenance and repairs for the property.

All submissions will be made public except certain Financial Materials. The proposals will be posted on the Department's website, and possibly other publically accessible outlets. Respondents may be asked to present their proposals as part of the selection process.

The Department reserves the right to request clarification or additional information from individual Respondent(s) and to request that some or all Respondents make presentations to the public, the Department, the Commissions and other public bodies. The Department also reserves the right to reject any and all responses.

Following the submittal process, Respondents may be invited to interviews with a selection panel. Interviews will consist of standard questions asked of Respondents, and clarifying questions regarding individual submissions. The lead staff of the respondent should be present for the interview as well as the lead staff of any partners and parties authorized to negotiate a contract. Information provided to the panel from the interviews may be used during the scoring process and evaluated using the same evaluation criteria that the selection panel will use to score the written proposals.

## **VI. Exclusive Negotiations**

The Department will initiate exclusive negotiations for a lease agreement with the highest ranked proposal following the selection process and after approval from the Commission. Environmental review will be required, and possibly other City approvals, depending on the content of the highest ranked proposal. Upon successful agreement to all terms of the lease by the proposer and Department staff, the proposed lease will require approval from the Commission and the SFPUC and ultimately the Board and the Mayor.

The period of exclusive negotiations may be extended solely at the City's option. In the event the General Manager of the Department determines that such negotiations are not proceeding satisfactorily, the City may, upon approval by the Commission, commence negotiations with another respondent or begin the selection process anew.

## **VII. Solicitation Schedule**

### **A. Pre-Submittal Conferences**

The Department will host two pre-submittal conference meetings. These meetings are open to all prospective respondents. All questions and answers will be posted publically. The pre-bid meetings will be held at Lake Merced West, on the following dates and times:

- January 6, 2016
- February 3, 2016

Department staff will meet conference attendees at the entrance of the site\_.

The Department may choose to change pre-bid dates or hold additional pre-bid meetings and will notify prospective bidders who request to be contacted of any new dates or changes to the dates above. Prospective bidders may email Cassandra Costello, [Cassandra.Costello@sfgov.org](mailto:Cassandra.Costello@sfgov.org) to request updates throughout this competitive process. Additionally, updates will be posted on the Department's website: \_\_\_\_\_

Please note that there will be no brokerage commission as part of this opportunity.

### **B. Anticipated Timeline**

Anticipated Timeline*	
Community Meeting	Fall 2015
RFP issued	December 2015
Pre-Bid meetings/ site visits	January 6/February 3, 2016
Proposals Due	May 6, 2016
Selection at the Commission	Summer 2016
Negotiations	Fall-Winter, 2016
CEQA**	Fall-Winter, 2016
Lease Approval at the Commission	Spring 2017
Lease Approval at BOS	Spring 2017

\* Please note that the above anticipated timeline is subject to change without notice.

\*\*Level and timing of Environmental Review will be determined by the Planning Department.

## **VIII. RFP Submittal Requirements**

### **A. Time and Place for Submission of Proposals**

Proposals must be delivered to the Recreation and Park Department, 501 Stanyan Street, San Francisco, CA 94117, on or before noon on May 6, 2016.

The following items must be included in your responses and packaged in a box or envelope clearly marked: **“Request for Proposals: Lake Merced West: and addressed to the attention of Cassandra Costello, Property Manager”**

- 1) Proposal must include original printed proposal with architectural drawings
- 2) One CD or Flash Drive containing the entire contents of responses, including all attachments. The CD or Flash Drive must be labeled with the respondent's name. All files should be submitted in unprotected PDF or Word format.

Proposals that are not received at the designated address before the specified deadline will not be accepted. Facsimile reproductions of proposals also will not be accepted.

Proposals should be well organized in response to the Department's objectives and easy to read.

Verify that your proposal is complete and that you have thoroughly responded to all proposal items and compliance documents in the RFP.

Formulate your responses precisely and with detail: avoid vague, meaningless, or open-ended responses. Explain how your responses further the stated objectives.

## **B. Submittal Format**

There are six components to the required submittal. Respondents must respond to each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items below:

- 1) Cover letter signed by sponsors of the proposal
- 2) Three Page Project Proposal Summary
- 3) Full Project Proposal
- 4) Detailed Architectural Plans
- 5) Rent Structure
- 6) Projected Pro-Forms and Budgets
- 7) Sources of Funds and Financial Capacity
- 8) Respondent's Financial Information
- 9) Technical Information
- 10) Earnest Money Deposit of \$25,000

The Cover Letter, Three Page Proposal Project Summary, Full Project Proposal and public, nonproprietary Financial Materials will be made available to the public upon receipt. Each respondent must clearly mark any of the financial materials that it in good faith believes to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the Department will attempt to maintain the confidentiality of financial materials (except subsection 2 below) marked confidential and/or proprietary, but respondents are cautioned that, in accordance with the Sunshine Ordinance, responses and other communications from interested parties must be open to inspection by the public upon request immediately after a lease is awarded. Page numbers are required and submissions in binders with tabs are greatly appreciated.

A Respondent may revise a proposal on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due

date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any respondent.

The Department requests that the Respondents follow the submittal format to the best of their abilities when submitting a response to this RFP.

Details of each of the required submittal items are as follows:

**1) Cover letter including:**

- a. Name of organization(s)
- b. Contact information (address, phone number, email address, telephone number)
- c. Date the organization was established

**2) Three Page Project Proposal Summary**

- a. The name of the Respondent and the team members and Respondent's qualifications.
- b. An overview of the features of your proposal
- c. Details on spaces that will have public access
- d. How the capital improvements and ongoing operations are to be financed
- e. A diagram of how the space will be used
- f. Must be formatted on 8 ½" X 11" sheets of paper with a font no less than 10 point

**3) Full Project Proposal**

- a. The operational and management plan for the proposed project
- b. Detailed description of proposed use for the site:
  - A table(s) summarizing the proposed programming that identifies each type of proposed use with square footage
  - A layout clearly showing the different use proposals
  - Days and hours of operations for each proposed use
  - Fee structure for each proposed use, if applicable (members, non members, special events, special uses, etc.)
  - Space activation and program concepts
  - Programs which increase access to low income members of the public, if applicable
  - Scholarship programs for low income members of the public, if applicable
  - If you are proposing a membership type of use, please include a proposal with rates for a day pass for non members.
  - If proposing a club or membership type use, please describe your plans for ensuring equal access to all guests. The Department will not consider a club type use that does not allow equal access to all members of the public.

Please note that uses that are discriminatory in any manner will not be considered (i.e.- age, gender, sexual orientation, and race).

- c. Detailed description of how the project is recreational
- d. Description of proposed improvements to the property
  - Describe any proposed changes to the property and if applicable, how the respondent will address possible historic structures
  - Provide a construction timeline for the completion of these improvements

- Please ensure that environmental review and any other anticipated approval processes are noted in the project timeline
- e. Description of how the project would complement and link to the surrounding uses in the area
  - f. Description of how the project is compatible with the surrounding neighborhood
    - How the proposal mitigates potential parking and traffic impacts
    - How the proposal mitigates potential noise issues
    - Examples of how respondent proposes to work with local organizations and groups to address community concerns
  - g. Description of how the project will enhance the visitor's experience to the site and the surrounding Lake Merced Watershed
  - h. How the proposal meets or exceeds the Property Objectives
  - i. How the watershed and its surrounding natural area will be protected and preserved
  - j. Demonstrated strength of real estate market for proposed use

#### **4) Detailed Architectural Plans**

- a. Drawings should be done by a professional and licensed architect and printed on paper no smaller than 11"X17". Drawings should clearly show the proposed alterations to the property, noting changes to historic features of the property
- b. Drawings should be clearly labeled
- c. Drawings should clearly show what type(s) of use(s) will activate which parts of the property.
- d. Drawings should clearly indicate the user/visitor/guest flow throughout the property

#### **5) Rent Structure**

- a. Provide annual rent structure to the Department throughout the course of the term, including:
  - The date rent would commence.
  - For participation rent, the terms of an alternative ground lease structure that would include, in addition to base rent, participation in the project's gross revenue (or other performance-based measure), and in sale and/or refinancing proceeds.
  - Any proposed rent credits
  - A mechanism for periodic adjustment in the ground lease payments, including periodic "mark to market" adjustments. Specify your proposed methodology for such adjustments, including the metrics to be used for determining the market value in "mark to market" adjustments.

Please be advised that the Department may negotiate additional escalation clauses, market study evaluations and relative negotiated rent increases. Annual CPI adjustments will also be required.

## **6) Projected Pro-Formas and Budgets**

### **a. Development Budget**

- Provide an overall proposal budget, including all hard and soft costs (including contingencies) from preconstruction through stabilized occupancy (the “Project Investment”). Provide a separate description of preconstruction expenses as defined in section IV.B. 5 (“Preconstruction Expenses”). Explain the basis for the cost estimates and include copies of any construction cost estimates. These amounts will be used for purposes of the analysis under Section 2(e) (Financial Criteria) under Evaluation Criteria and Process above.

### **b. Pro Formas**

- Provide a static pro forma for the proposal illustrating total project investment, total revenues (if applicable), operating expenses, net operating income, debt service, and return to equity at stabilization. Provide cash flow projections that demonstrate the project, once operational, will meet all lease, debt service, and operating expenses.

### **c. Market Justification**

- Include market justification that clearly supports revenue assumptions and the viability of proposal.

### **d. Debt and Equity**

- Indicate the amount of debt and equity (including working capital) identified for the proposal, including the anticipated loan to cost ratio for the construction financing, and the expected approach to obtaining permanent financing. Please note that, while leasehold financing will be permitted, the Department will not subordinate its fee interest in the Palace to the lien of a leasehold lender.

### **e. Guarantees**

- State the proposed guarantees, bonds, or other mechanisms to be used to ensure timely completion of the proposal.

## **7) Sources of Funds and Financial Capacity**

### **a. Availability of Preconstruction Expenses**

- Provide evidence of the liquid assets necessary to fund the Preconstruction Expenses.

### **b. Project Investment**

- Describe the sources of the equity and debt needed to fund the Project Investment

### **c. Ability to Obtain Necessary Equity and Debt Funding: Demonstrate that the Respondent has the required equity and/or the ability to attract equity or debt for projects similar in scope and cost to the proposed RFP as evidenced by:**

- Respondent’s current relationships with investors and lenders and the ability to obtain necessary capital and debt
- Financing of comparable projects by the Respondent

- Direct access to sufficient debt and equity, including risk equity, for the project proposed
  - On-going relationships with financial sources
  - Written commitments for funding
- d. Fundraising: If the Respondent is relying on any funding coming from fundraising or donations, Respondent must
- Provide evidence of an established track record of fundraising for comparable projects or
  - Commitments for a minimum of 50% of the fundraising at the time that the Respondent submits its proposal which can be evidenced in two ways:
    - (1) Individual Donor (s): A letter from the individual donor(s) detailing the level of funding available for the proposed project and any conditions for the release of the funds. The Department also requires evidence from the individual donor(s) that the funding is available. Proprietary financial information from any such donor(s) shall not be subject to public disclosure unless the Respondent is awarded the lease.
    - (2) General public fundraising: Evidence that money is held in an escrow account or other form of bank account.
  - In addition, the Respondent must also provide a timeline with commitments to the Department to show when the remaining funding will be raised.
  - If Respondent is relying on public fundraising the Respondent must also provide confirmation from a fundraising professional with a proposed fundraising plan and indicating the basis for their belief that it is obtainable. Information regarding the fundraising professionals' experience is also required in the form of a resume and references.

## **8) Respondent Financial Information**

- a. Financial Statements
- Provide the most recent available credit report and financial statements for the past two years of the Respondent and each joint venture participant. Financial statements shall include balance sheets, income statements, and statements of changes in financial position or cash flows, and all notes to the financial statements. Financial statements must be identified as audited, reviewed, compiled or company prepared. Financial statements prepared by recognized accounting firms are preferred. The Department reserves the right to ask for additional financial statements for other periods.
- b. Real Estate Portfolio
- Provide the composition of the current real estate portfolio either owned or managed by the Respondent and each joint venture partner, listing the following for each project: Project name, type, location, project size (rentable area), date completed, value, original and current debt, role (developer, operator, property manager, etc), ownership interest and occupancy rate over a 10-year period. Identify any project with negative cash flow, amount of developer's recourse debt, any non-performing loans, and the amount of guarantees and/or contingent liabilities.

- c. Pipeline
  - List and describe all current projects in Respondent's and each joint venture partner's pipeline including status, development schedule and financial commitments required.
- d. Lender Relationships
  - Describe the Respondent's current relationship with lenders and ability to obtain necessary financing for the development proposed, including recent history in obtaining financial commitments, detailing type of project, financing source, amounts committed, etc.

## **9) Technical Information**

- a. Respondent's Entity and Team
  - Identify and describe the Respondent submitting the proposal for the project. Include the responsibilities, name, address, telephone and email address of the principal developer (and relevant joint venture partners), and any other information, including references, about the development entity that may be pertinent to this opportunity. Joint ventures are acceptable, as long as one organization is designated as the lead development entity. List any and all joint venture partners, limited partners, members of other equity holders and their percentage interests and capital/equity committed to the entity. Provide federal tax identification number and date of incorporation or organization.
  - Identify the person(s) in charge of negotiations, the limits of their negotiation authority, and key personnel who will be involved in decision-making and day to day management.
  - Describe the intended role of each team member and key personnel in the implementation of the project and the entity in the organizational structure responsible for the entitlement phase, construction stage and on-going property management.
  - Discuss plans to include LBE's as partners, consultants, and contractors. Please indicate whether the development team includes any LBE equity partners and, if so, what percent of capital investment each is anticipated to contribute.
  - Identify selected consultants, including licensed design professionals, and identify the lead person with each consultant.

## **10) Disclosures**

- a. Provide answers to the following questions:
  - Is the Respondent (note that the term Respondent in this document includes in all case joint venture participants) or any principal owners in the proposed project involved in any litigation or disputes that could result in a financial settlement having a materially adverse effect on the respondent's financial condition? If yes, please explain.
  - Does the Respondent or any principal owners or investors have any off-balance sheet liabilities, such as corporate or personal loan guarantees? If yes, please provide details of these items.
  - Has the Respondent or any named individual in the proposed project ever filed for bankruptcy or had projects that have been foreclosed, or transferred to a creditor in lieu of foreclosure, or projects where the project sponsor negotiated or refinanced

permanent project debt which resulted in a relaxation of either financial or other covenant or other terms and conditions for the existing debt on the project? If yes, please list the dates and circumstances.

- List any developments or proposed developments in which the Respondent or any named individual in the response has done involving the City and County of San Francisco and any of its Departments or Divisions

**b. Developer Qualifications**

- Provide a list of developments in which the Respondent has been involved, indicating the product type, date, size, cost, location and the role of the Respondent in each development.
- Describe in detail the Respondent's involvement in any similar development projects to that proposed, including product type, dates, locations, financing, size, total development cost, performance schedule including timeframe from transaction agreement to completion, marketing, and sales performance, and contact references on successfully completed similar developments. Indicate the role of the respondent in each project. Provide photographs of the project(s) if available.
- Identify historic preservation experience of the Respondent and of the key consultants.
- List all current projects in design or development phase and capital commitment required of Respondent for each.
- Please provide at least three professional references for the Respondent. The references should be able to attest to the relevant experience of the Respondent.
- Include resumes for all project team members including the architect and general contractor and other critical consultants. Please indicate their experience and roles and responsibilities as they relate to the Proposal.
- Provide Letters from all entities listed in the proposal confirming their participation in the proposal. Such entities, individuals or companies might have been listed in your proposals under a number of titles, including but not limited to:
  - Any type of team member
  - Project Manager
  - Partner
  - Project Partner
  - Leader
  - Advisor
  - Founder
  - Developer
  - Prospective Tenants

The letters must include the following:

- The letters must be signed by the individuals, companies or entities providing programmatic offerings or services
- The letters must indicate the involvement of the individual, company or entity in the proposal and what type services, functions or programs they will be providing

- The letters must confirm that the involvement by the individual, company or entity was in effect as of the date that the proposal was submitted

Letters from architects, estimators, research companies, engineers, law firms, traffic consultants, public relation firms, designers, land use consultants, design consultants, historic preservation consultants or any other type of consultant that is not responsible for programmatic offerings as part of the proposal are *not required* as part of the submission.

## **11) Earnest Money Deposit**

Each Respondent must submit with its response an earnest money deposit in the amount of \$25,000 payable to the Recreation and Park Department in the form of a cashier's check. Submittals received without the earnest money shall be deemed non-responsive. Earnest money will be refunded, without interest, to each Respondent not selected for exclusive negotiations. The earnest money deposit of the Respondent selected for exclusive negotiation will be non refundable, whether or not exclusive negotiations result in the agreement.

## **IX. Community Input Process**

The SFPUC began a robust public engagement program as part of the 2010 process to develop the Lake Merced Watershed Report (**see Appendix E**), as well as during the development of the Remedial Action Project (**see Appendix C**). The Department plans to continue this effort to involve the public in this competitive process. As the Department moves forward, there will be public meetings with residents of the community, at the Commission, the SFPUC, and the Board. Respondents may be asked to participate in one or more of these meetings to present and answer questions about submitted proposals.

Below is an estimated outline of anticipated public meetings and public postings:

### Request for Proposals

- Commission approval of RFP
- Release of the RFP
- Commission hearing(s) to consider approving the selection panel's recommendations on the highest scoring proposals to the RFP

### Lease Negotiation and Approval

The Department will hold a public community meeting to introduce the selected entity and gather input prior to commencing lease negotiations. Other steps include the following meetings:

- The Department will hold a public community meeting to present the details of a negotiated lease agreement to the public.

- Commission and SFPUC hearings to consider the negotiated lease agreement.
- Board committee hearing and the Full Board to consider the Commissions' recommended lease agreement.
- Other regulatory agencies, as necessary, to consider appropriate aspects of the lease agreement.

## **X. Terms and Conditions for Receipt of RFP**

### **A. Respondent's Duty to Investigate**

It is the sole responsibility of the selected respondent to investigate and determine the condition of the Lake Merced West property and the suitability of the conditions for any proposed use and improvements.

The information presented in this RFP and in any report or other information provided by the Department is provided solely for the convenience of the interested parties. It is the responsibility of the interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The Department and its advisors provide no representations, assurances, or warrants pertaining to the accuracy of the information.

Respondents are responsible for reviewing all portions of this RFP and any other information provided by the Department in relation to this RFP. Respondents are to notify the Department in writing of any ambiguity, discrepancy, omissions or other error in this RFP promptly after discovery, but in no event later than 20 business days before the deadline to submit proposals. An interested party that does not give timely notice to the Department will be deemed to have waived any ambiguity, discrepancy, omission, or other error in this RFP. Modifications and clarifications will be made by addenda.

### **B. Conditional Nature of Offering**

The Department's issuance of this RFP is not a promise or agreement that the City will actually enter into any contract. The Department expressly reserves the right at any time to:

1. Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions;
2. Reject any or all submittals;
3. Suspend any and all aspects of the process indicated in this RFP;
4. Amend this RFP;
5. Terminate this RFP and issue a new request for interest, qualifications or proposals;
6. Request some or all respondents to revise submittals;
7. Select a tenant by any other means;
8. Offer new leasing opportunities in the area at any time;
9. Extend deadlines for accepting submittals, or accept amendments to submittals after expiration of deadlines; or

10. Decide not to pursue this offering.

The Department's failure to object to an error, omission, or deviation in any submittal will in no way modify this RFP or excuse respondents from full compliance with the requirements of this RFP.

The Department may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the Department's website, and notice of the posting will be sent by email to each party receiving an RFP ("RFP Recipient"). The Department will make reasonable efforts to notify each RFP Recipient in a timely manner of modifications to this RFP, but each RFP Recipient assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the Department. Therefore, the Department strongly encourages RFP Recipients to check the Department's web page for any updates to this RFP frequently.

**C. Respondent Selection Does Not Guarantee Project Approval**

The Commission's selection of a respondent and authorization to commence exclusive negotiations may not be construed as an approval of the proposed project.

The City will not enter into a lease agreement for any portion of Lake Merced West until environmental review under CEQA is complete. Changes to the proposed project may occur or be required during the course of public review of the proposed project, during the extensive approval processes that will follow CEQA review, and in response to other City, Department, SFPUC and public concerns that may arise, and those changes may require additional CEQA review if the changes have not already been analyzed. If a project is found to cause significant adverse impacts, the Department retains absolute discretion to require additional environmental analysis, and to: 1) modify the project to mitigate significant adverse environmental impacts; 2) select feasible alternatives that avoid significant adverse impacts of the proposed project; 3) require the implementation of specific measure to mitigate the significant adverse environmental impacts of the project, as identified upon environmental evaluation in compliance with applicable environmental law; 4) reject the project as proposed if the economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or 5) approve the project upon a finding that the economic and social benefits of the project outweigh otherwise unavoidable significant adverse impacts.

The Department is issuing this RFP in its capacity as manager of the property and not as a regulatory agency of the City. The Department's status as an agency of the City will not in any way limit any selected respondent's obligation to obtain requisite approvals from City departments (including the Recreation and Park Department and the SFPUC), boards, or commissions with jurisdiction over a proposed project.

Under the San Francisco Charter, no officer or employee of the City and County of San Francisco, including the Department, has authority to commit the Department to any project until the Recreation and Park Commission has approved the transaction following completion of environmental review under CEQA and until the San Francisco Board of Supervisors has approved the lease.

#### **D. Errors and Omissions in RFP**

Respondents are responsible for reviewing all portions of this RFP. Each respondent must promptly notify the Department, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 20 working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **E. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed via email to:

[Cassandra.Costello@sfgov.org](mailto:Cassandra.Costello@sfgov.org)

#### **F. Addenda**

The Department may modify the RFP, prior to the proposal due date, by issuing addenda to the RFP, which will be posted on the website. Each respondent shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that each respondent consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all addenda.

#### **G. Revision of Proposal**

A respondent may revise a proposal on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any respondent.

At any time during the proposal evaluation process, the Department may require a respondent to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

#### **H. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

#### **I. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions in response to this RFP will become the property of the City and may be used by the City in any way the City deems appropriate.

#### **J. Proposer's Obligations under the Campaign Reform Ordinance**

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) six months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

#### **K. Responsible Proposals**

No proposals will be accepted from any person, firm, partnership, corporation or other entity that is in arrears upon any obligation to the City or that otherwise may be deemed irresponsible, unreliable or unqualified by the City.

#### **L. One Proposal per Respondent**

Only one proposal will be accepted from any one firm or corporation, or affiliated entities; however, several alternatives may be included in one proposal, and, as noted above, joint ventures or similar arrangements are permitted.

#### **M. Grounds for Rejection**

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection at the City's discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be the prerogative of the City and its judgment shall be final.

#### **N. Invitation to Submit Proposals, no Obligations by City to Contract**

This RFP is only an invitation to submit proposals, and does not commit the City in any way to enter into a Lease or other agreement or to proceed with the RFP. In addition, the issuance of this RFP does not obligate the City to pay any costs incurred by any Respondent in connection with (i) the preparation of a response to this RFP, (ii) any supplements or modifications of this RFP or (iii) negotiations with the City or other party arising out of or relating to this RFP. All costs incurred in the preparation and presentation of any proposal in response to this RFP shall be borne solely by the respondent.

#### **O. Proposal as a Public Record**

Generally, all documentation including financial information submitted by any Respondent to the City are public records under State and local law, including the City's Sunshine Ordinance. The Respondent will clearly designate those financial records which it in good faith determines to be a trade secret or confidential propriety information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such financial information, consistent with the City's general practices for maintaining the confidentiality of such information. However, the City will not under any circumstances be responsible for any damages or losses incurred by a Respondent or any other person or entity because of the release of such financial information.

**P. Return of Materials**

The City will not return proposals or any information submitted in connection with a proposal unless the Respondent has properly designated financial portions of the proposal as confidential at the time of proposal in accordance with the terms above and has then clearly requested that such information be returned, and provided that the City is legally permitted to return such documents.

**Q. Right to Disqualify**

The City reserves the right to disqualify any Respondent to this RFP on the basis of any real or apparent conflict of interest that is disclosed by the responses submitted, misrepresentation or false statements in proposal, or other data available to the City. This disqualification is at the sole discretion of the City.

**R. Waiver of Claims Against City**

The Respondent shall not obtain by its response to this RFP any claim against the City by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities of defects in the selection process, the rejection of any offer or all such offers, the acceptance of any offer, entering into any lease, the failure to enter into any such lease, any statement, representations, acts or omissions of the City or its agents, the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

**S. Objections to RFP Terms**

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFP, the respondent must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Without limiting the generality of the foregoing, the information presented in or in connection with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are or will be provided by the City or its consultants and no claim may be brought against the City or any of their respective consultants as a result of the presentation of such information, irrespective of its accuracy, completeness or general utility.

**T. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until

and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

#### **U. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

#### **V. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

#### **W. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

#### **X. Protests**

Within five working days of the Department's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the Department has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the Department on or before the fifth working day following the Department's issuance of the notice of non-responsiveness. The notice of protest must include a written statement

specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Department to determine the validity of the protest.

### ***Protest of Contract Award***

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### ***Delivery of Protests***

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Cassandra Costello  
San Francisco Recreation & Park Department  
501 Stanyan Street  
San Francisco, CA 94117

## Appendix A-Property Specifics



**Appendix B: California Regional Water Quality Control Board, San Francisco Bay Region,  
Order No 94-017 & California Regional Water Quality Control Board, San Francisco Bay  
Region, Order R2-2013-0023**

[http://www.waterboards.ca.gov/sanfranciscobay/board\\_decisions/adopted\\_orders/2013/R2-2013-0023.pdf](http://www.waterboards.ca.gov/sanfranciscobay/board_decisions/adopted_orders/2013/R2-2013-0023.pdf)

**Appendix C: Final Mitigated Negative Declaration: Pacific Rod and Gun Upland Soil Remedial  
Action Project, and Mitigation Monitoring and Reporting Program**

[http://sfmea.sfplanning.org/2013.1220E\\_FMND.pdf](http://sfmea.sfplanning.org/2013.1220E_FMND.pdf)

**Appendix D: Cultural Landscape Evaluation Report**

<http://www.sfwater.org/Modules/ShowDocument.aspx?documentid=7529>

**Appendix E: 2010 Lake Merced Watershed Report**

<http://www.sfwater.org/Modules/ShowDocument.aspx?documentID=7139>

**Appendix F: (Hyperlink to form lease)**